

Project I-40-E(59) & (71) R/W
(81) Const.
Winslow Interstate Freeway
Unit I (R/W) Unit III (C)

INTERGOVERNMENTAL AGENCIES AGREEMENT

This AGREEMENT, entered into this 18th day of November, 1975, pursuant to A.R.S. 11-951 through 11-954, and by authority of A.R.S. 25-103, by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", NAVAJO COUNTY, acting by and through its BOARD OF SUPERVISORS, hereinafter called "COUNTY" and the CITY OF WINSLOW, acting by and through its CITY COUNCIL, hereinafter called "CITY".

Background and Purpose

Interstate Highway 40, to be built by State, with funding participation or approved portions by the Federal Highway Administration, hereinafter called "FHWA", will be placed in a relatively flat area to the North of the City of Winslow, Arizona, across which the drainage water from the city and areas to the South flows in sheets from South to North. The Interstate highway, running from West to East, will intercept this flow and under conditions of heavy runoff a large portion of the urban area could be flooded.

To prevent such flooding State has designed a drainage plan based on the premise that the number of drainage structures and the potential ponding along the interstate highway and flooding of the urban area can be significantly reduced by intercepting the sheet flow approaching the interstate highway in depressed channels and carrying it under the highway to suitable outfalls to the North. It is estimated that a savings in excess of \$500,000.00 will be realized by implementing this plan as compared with placing drainage structures across the interstate roadway throughout its entire length.

Duration

This agreement shall remain in force and effect until the completion of the construction as set forth herein in paragraph 5 under State's obligations or five (5) years from the date hereon, whichever shall first occur. Where agreements as to obligations and rights are entered into during the duration of this Agreement for periods longer than the duration set forth herein, the periods set forth in these agreements shall govern as to those rights. The agreements as to repair relative to maintenance shall be perpetual.

Rights and Obligations

STATE, for and as a part of its obligation hereunder, shall:

1. Complete the design plans for the right of way and construction phases of the drainage network set forth in said drainage plan. The cost of such shall be a part of State's Projects I-40-E(59) & (71) R/W and I-40-E(81) Const. with participation by FHWA.

2. Acquire in its name and at its cost, by purchase or by condemnation, all the rights of way, together with relocation assistance, necessary for construction and utilization of those drainage improvements to be placed within the right of way of said Interstate Highway 40, U.S. Highway 66 and State Route 67.

3. Acquire, for and in the name of the CIW, but at State's cost, all rights of way necessary for construction and utilization of those drainage improvements which shall be placed within the right limits and outside the right of way of said Interstate Highway 40, U.S. 66 and State Route 67.

4. Acquire, for and in the name of the COUNTY, but at State's cost, all rights of way necessary for construction and utilization of those drainage improvements which shall be placed within an area over which the County has jurisdiction and outside the right of way of said Interstate Highway 40, U.S. 66 and State Route 37.

5. Advertise for bids and award the contract(s) for the construction of all the drainage improvements involved in this project and administer same in conjunction with Project I-40-4(81).

6. Maintain the drainage improvements placed within the right of way of said Interstate Highway 40, U.S. 66 and State Route 37.

CITY, for and as a part of its obligation hereunder, shall:

1. Authorize and by these presents does authorize the STATE to act in its name in the acquisition of the necessary rights of way for the construction and utilization of those drainage improvements which shall be placed within the City Limits.

2. Permit the construction of said drainage improvements on lands which it presently owns or over which it has jurisdiction. Said lands being more particularly described in Exhibit "A" attached hereto and made a part hereof.

3. Perpetually maintain said drainage improvements which shall be located within the City limits and outside highway right of way and railroad operating right of way as distinguished from railroad property not used for railroad operations. The cost of said maintenance shall be included as part of its annual budget. Maintenance responsibility within said railroad operating right of way shall be outlined by a separate agreement between State and the railroad.

4. In the event City later desires to sell and convey to another party any of its lands which are adjacent to the lands described in said Exhibit "A", the deed or instrument of conveyance shall include an exception to the lands to be so conveyed the lands described in said Exhibit "A".

COUNTY, for and as a part of its obligation hereunder, shall:

1. Authorize and by these presents does authorize the STATE to act in its name in the acquisition of the necessary rights of way for the construction and utilization of those drainage improvements which shall be placed within an area over which the County has jurisdiction.

2. Permit the construction of said drainage improvements on lands which it presently owns or over which it has jurisdiction. Said lands being more particularly described in Exhibit "B" attached hereto and made a part hereof.

3. Perpetually maintain said drainage improvements which shall be located on lands under its jurisdiction. The cost of said maintenance shall be included as part of its annual budget.

4. In the event County later desires to sell and convey to another party any of its lands which are adjacent to the lands described in said Exhibit "B", the deed or instrument of conveyance shall include as an exception to the lands to be so conveyed the lands described in said Exhibit "B".

This Agreement shall be filed with the Secretary of State and shall become effective ten (10) days after the date of such filing.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this first day of [blank] 19[blank].

STATE OF ARIZONA

W. A. Ordway
W. A. ORDWAY
Director of the Department
of Transportation
to 11/18/76

CITY OF WINSELW

By James L. Curtis
Title Mayor
Date 8-23-76

VAJO COUNTY, ARIZONA

S. D. Leland
to Commission of Board
to 11-8-76

STATE OF ARIZONA

COUNTY OF MARICOPA

)
) ss.

On this the 18th day of November, 1976, before
CATHERINE E BEATTY, the undersigned Notary Public, per-
sonally appeared W. A. Ordway, Director, Arizona Department of
Transportation, known to me (or satisfactorily proven) to be the person
whose name is subscribed to the within instrument and acknowledged
that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Commission expires:

Commission Expires April 20, 1978

Catherine E. Beatty
NOTARY PUBLIC

STATE OF Arizona
COUNTY OF Maricopa

)
) ss.

The foregoing instrument was acknowledged before me this
23 day of August, 1976, by James L. Curtis
Mayor of the City of Winslow

In Witness Whereof, I have set my hand and official seal.

Commission Expires:

Commission Expires Jan. 24, 1978

W. E. Leland
Notary Public

New Mexico & Arizona
Land Company

State Land Dept.

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T19N R15E

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T19N R16E

New 440' Bridge

New Mexico & Arizona
Land Company

J. K. LaFayette, Jr.

J. E. Newman

- R/W Acquired in Name of City or Co.
- Existing R/W - North Park Dr.
- Required R/W
- Required TCE
- Proposed Detour

ACZ THANK, '30 ! EPH

Right of Way for North Park Drive, being West 48.01 feet of North half Northwest quarter (N¹/₄ NW¹/₄) said Section 19, as disclosed by instrument recorded in Docket 359, page 295 (item B-11)

North Park Drive street Easement Agreement granted by New Mexico and Arizona Land Company, to the City of Winslow, dated 1-18-1972, recorded 2-11-1972 in Docket 359, page 295, described as follows:

2 A strip of land 10.00 feet wide located in Section 19, Township 19 North, Range 16 East, Gila and Salt River Meridian, and being more fully described as follows:

Commencing at the Northwest Corner of Section 19 as shown on the Amended Plat of Mahoney Addition, as recorded in Volume 11 of Plats, Page 37 on record in the Office of County Recorder, County of Navajo, Arizona; thence South 00° 49' East 253.37 feet along the west line of Section 19, thence North 89° 40' East 48.01 feet to the TRUE POINT OF BEGINNING, said point being in the east Right-of-Way line of existing North Park Drive; thence North 89° 40' East 10.00 feet; thence North 00° 49' West 77.11 feet to a point in the southerly Right-of-Way line of Interstate Route 40; thence South 81° 44' West 10.08 feet along said southerly Right-of-Way line of Interstate Route 40 to a point in the east Right-of-Way line of existing North Park Drive; thence South 00° 49' East 75.72 feet along the east Right-of-Way line of existing North Park Drive to the TRUE POINT OF BEGINNING.

Easement from New Mexico and Arizona Land Company to Navajo County, dated 7-24-67, recorded 7-27-67 in Docket 263, page 500.
Across the East 75 feet of said Section 13, Township 19 North, Range 15 East.

Drainage Ditch Maintenance Easement granted by Hollis Burt Saunders and Flora Saunders, husband and wife, to the City of Winslow, a Municipal Corporation, dated 5-12-41, recorded 5-15-41 in N.A.R.E. Book 7, page 440, over:

Beginning at the intersection of the east line of Ruby Avenue and the south line of Third Street, Winslow, Navajo County, Arizona, and shown on the map of the City of Winslow, Arizona, as recorded in the office of the County Recorder of Navajo County, Arizona;
thence Southeasterly along the south line of Third Street a distance of twenty-five (25) feet to a point, the place of beginning;
thence in a southeasterly direction along the south line of Third Street a distance of Twenty-five (25) feet to a point; thence in a southwesterly direction and parallel with the east line of Ruby Avenue to the intersection of the north line of Second Street;
thence in a northwesterly direction along the north line of Second Street a distance of twenty-five (25) feet, more or less, to a point; thence in a northeasterly direction and parallel with the east line of Ruby Avenue to the intersection of the south line of Third Street, the place of beginning.

EXCEPT that part thereof relinquished by that certain instrument between the City of Winslow and Frank Munroe and Clara Munroe, husband and wife, in Book 8 N.A.R.E., page 484, described as:

Beginning at the intersection of the east line of Ruby Avenue and the South line of Third Street, Winslow, Navajo County, Arizona, and shown on the map of the City of Winslow, Arizona, as recorded in the office of the County Recorder of Navajo County, Arizona;
Thence in a southeasterly direction along the south line of Third Street a distance of forty-four (44') feet to a point; Thence in a southwesterly direction and parallel with the east line of Ruby Avenue a distance of One Hundred Fifty Nine (159') feet to the place of beginning;

(continued)